THE HON'BLE Ms. JUSTICE G.ROHINI

WRIT PETITION NO: 20484 of 2006

Dated: 28-09-2006

Between:

Mohd. Sadiq

..... PETITIONER

AND

The Depot Manager,
A.P.S.R.T.C., Mancherial Depot,
Adilabad District and another.

.....RESPONDENTS

THE HON'BLE Ms. JUSTICE G.ROHINI

WRIT PETITION NO: 20484 of 2006

O R D E R:

This writ petition is filed aggrieved by the action of the A.P. State Road Transport Corporation in withholding the hire charges of Rs.3,75,000/- for the bus bearing No.AP IU 3042 on route MNCL-BPL-GDK-MNCL payable for the period from 16-02-2006 to 15-06-2006 and thereafter.

It appears that the bus in question met with an accident on 27-05-2004 and the injured filed O.P.No.46 of 2006 claiming compensation of Rs.1,50,000/- before the Second Additional District Judge (MACT), Karimnagar. In view of the pendency of the said claim petition, it appears that the Corporation has been insisting that the petitioner should furnish Bank Guarantee for the amount claimed in O.P. as a condition precedent to release the hire charges.

An identical question has been considered by this Court in W.P.No.13486 of 2006 in which it was held as under:

> *"Since the petitioner is seeking payment of hire charges, the entitlement of which, is not in dispute, it appears that the Corporation is not justified in insisting on furnishing Bank Guarantee only on the ground that O.P.No.9 of 2006 is pending. In the circumstances, I am of the opinion that ends of justice would be met, if the petitioner is directed to submit a written undertaking before the Motor Accidents Claims Tribunal as well as the respondent-Corporation to the effect that he would indemnify the respondent-Corporation from any liability arising out of the accident which is the subject matter of O.P.No.9 of 2006."*

Since the petitioner also stands on the same footing and O.P. No.46 of 2006 is still pending before the Tribunal, following the order in the above writ petition, this writ petition is disposed of with a direction to the respondents to pay the hire charges payable to the petitioner under the bills submitted by him in respect of the bus bearing No. AP IU 3042 without insisting on furnishing Bank Guarantee subject to the condition that the petitioner furnishes a written undertaking in O.P.46 of 2006 pending before the Motor Accidents Claims Tribunal, Karimnagar and also before the respondent-Corporation to the effect that he would indemnify the respondent-Corporation from any liability arising out of the accident which is the subject matter of O.P.46 of 2006 relating to the bus in question. No costs.

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G. ROHINI, J

Dated: 28-09-2006

Note: Issue C.C. in two days.

B/o

KLP